

756**RESTRICTIVE COVENANTS OF KENWOOD TERRACE
SUBDIVISION**

The following restrictions and limitations upon the use of real estate herewith platted and dedicated as Kenwood Terrace constitute covenants to run with all of the land as provided by law and shall be binding upon all parties owning any part of said real estate or who shall hereafter become owners of any part of said real estate. The same being designed for the purpose of keeping said subdivision desirable, uniform and suitable for a residential area and the same being for the benefit of all owners of property within the subdivision.

1. No structure to be erected on any lot in the subdivision shall be used for any other purpose than residence, provided however that there may be erected upon each lot, in addition to one residence structure, one structure to accommodate not more than two automobiles. Not more than one residence structure may be erected on each lot and such structure shall be a one-family dwelling.

2. No structure shall be located nearer to a lot line than 15 feet and no structure shall be erected nearer to the center line of State Road No. 9 than 90 feet or to the center line of the McKay Road than 75 feet.

3. No livestock or poultry shall be kept on any property within the said subdivision, except however the usual domesticated family pets.

4. No residence structure may be erected with less than 1250 square feet of floor space exclusive of garage, breezeway and porch area, provided, however, that a 2-story residence structure shall be limited by a minimum of 1000 square feet of floor space on the ground floor, and no structure shall be more than two stories in height, above the ground level.

5. No residence structure of the kind ordinarily referred to as "prefabricated" may be erected.

6. No signs, billboards or other advertising devices shall be maintained on any property within the subdivision, except that the owner of any lot shall have the right to place one sign on such lot for purposes of selling the property.

7. No structure of a temporary character such as a trailer, tent, shack, garage, barn or other outbuilding shall be maintained as a residence upon any real estate within the subdivision.

8. All laboratories and toilets shall be built indoors and connected to outside septic tanks until such time as a sewer system shall be available to the property in the subdivision. At such time the owners of said real estate or their successors agree to connect all residences to such sewage system. No septic tank or other private sewage system shall be permitted unless it complies with the standards and approval of the Indiana State Board of Health and such municipal regulations as may apply.

9. These restrictions and limitations are made for the benefit of all persons who now own or hereinafter may own real estate within the subdivision and such persons are specifically given the right to enforce these restrictions and limitations either at law or in equity. Invalidation of any one of these covenants by judgment or court order shall not affect the remaining covenants.

10. The restrictions and limitations hereinabove set out may be altered, modified or terminated as to all of the subdivision or any portion of the subdivision with the written consent of the owners of 75% of the lots in said subdivision. No alteration, modification or termination shall become effective until the proper instrument of consent in writing shall have been executed and properly recorded in the records of Shelby County, Indiana.

Witness our hands and seals this 8 day of February, 1957.

Kenneth R. Graham (SEAL)
Kenneth R. Graham

Ruth Graham (SEAL)
Ruth Graham

State of Indiana, County of Shelby, SS:

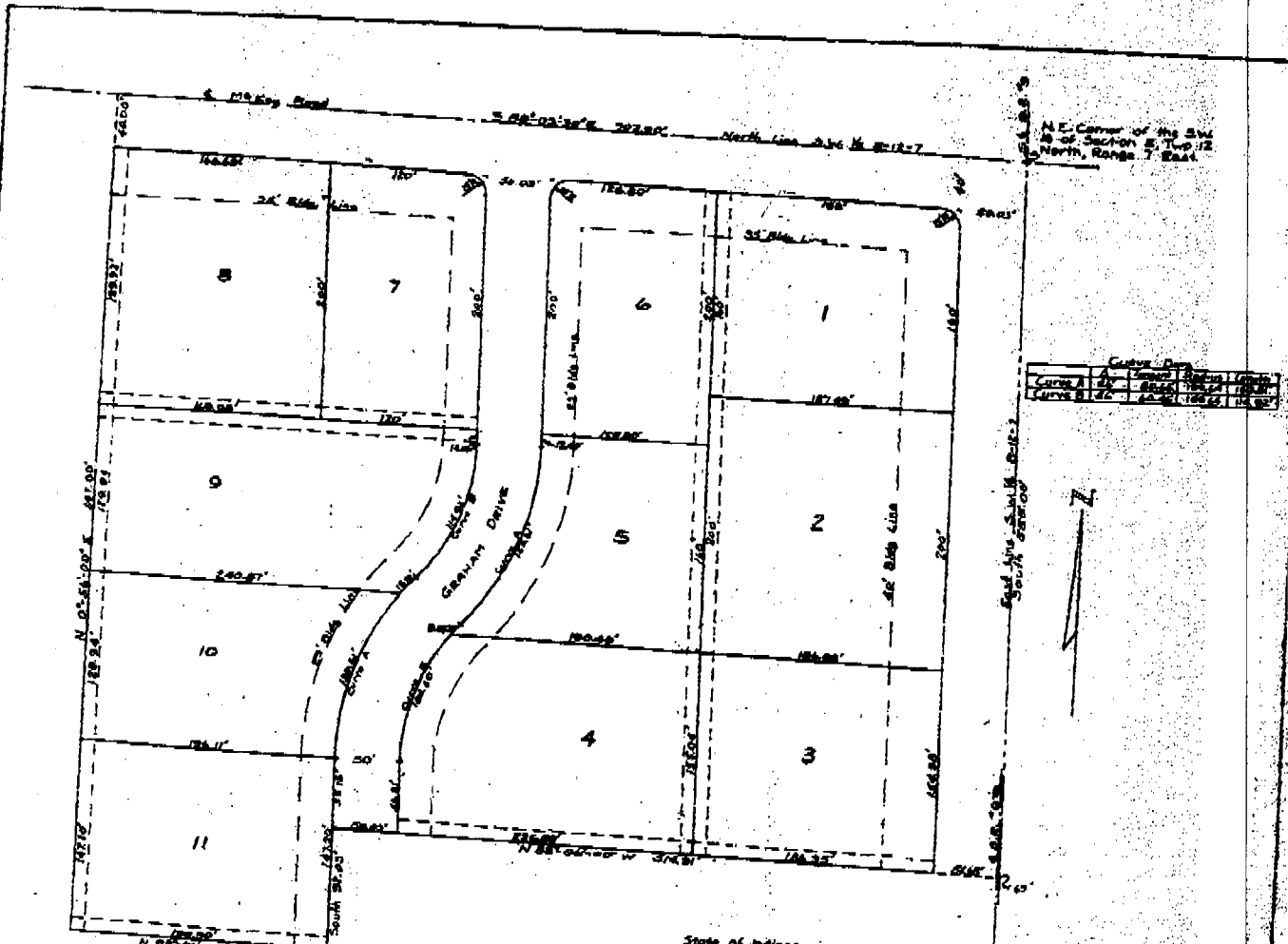
Before me, a Notary Public, personally appeared the above named Kenneth R. Graham and Ruth Graham, husband and wife, and acknowledged the execution of the foregoing restrictive covenants.

Witness my hand and official seal this 1 day of February, 1957.

My Comm. Exp.
Sept. 14, 1959

Bee R. Stultz

Notary Public



Curve No.	By	Length	Stationing
Curve 1	By	Length	Stationing
Curve 2	By	Length	Stationing

DEED BY AND ACKNOWLEDGEMENT
 We, undersigned, Kenneth R. Graham and Ruth E. Graham, owners of the following described real estate, do dedicate and designate the same as Kenwood Terrace, First Section, an addition in Shelby Co. Indiana. The lots are numbered 1 to 11 and are of the dimensions shown on the plat. The street is 30 feet in width.
 Beginning at the Northeast corner of the Southwest quarter of Section 8, Township 12 North, Range 7 East, and running thence South along the East line of said quarter section 533.00 feet; thence North 88° 00' 00\"/>

State of Indiana ss:
 Shelby County
 Kenneth R. Graham and Ruth E. Graham personally appeared before me a Notary Public and acknowledged the execution of the above plat and dedication.
 Witness my hand and official seal.

 Notary Public
 My Commission expires _____

ENGINEER'S CERTIFICATE
 I, Kenneth L. Gorman Jr., a registered Professional Engineer, certify that this map is a true plat of this subdivision as surveyed by me.

 Kenneth L. Gorman Jr.
 Indiana Registry # 7182

SHELBYVILLE INN PLAN COMMISSION
 Approved _____ 1957

SHELBY CO. COMMISSIONERS
 Approved _____ 1957

**KENWOOD TERRACE
 FIRST SECTION
 SHELBY COUNTY, INDIANA**
 Scale: 1" = 40'

 Kenneth R. Graham
 Ruth E. Graham

 Notary Public

